

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	CIVIL ACTION NO. 2:18cv303
)	
v.)	
)	<u>COMPLAINT</u>
TRANSMODAL SOLUTIONS, LLC,)	
)	
Defendant.)	
)	
)	

NATURE OF THE ACTION

Plaintiff, the United States Equal Employment Opportunity Commission (the “Commission”) brings this action pursuant to Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), to compel specific performance of a Mediation Settlement Agreement (“Agreement”) resolving a charge of discrimination filed by Sharona Harris on the basis of sex, female. Specifically, on October 24, 2017, the Commission, Defendant Transmodal Solutions, LLC (“Defendant”), and Sharona Harris entered into the Agreement to resolve EEOC Charge No. 437-2017-00934, filed by Ms. Harris against Defendant. The Commission alleges that Defendant breached the Agreement when it failed to abide by the terms of the agreement, as further discussed herein. The Commission seeks to enforce the Agreement. Specifically, the Commission seeks payment to Ms. Harris by Defendant of the monies due to her under the Agreement, or alternatively entry of judgment against Defendant in favor of Ms. Harris.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964 (“Title VII”), 42 U.S.C. 2000e-5(f)(1) and (3), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

2. The breach of contract alleged below was committed within the jurisdiction of the United States District Court for the Eastern District of Virginia, Norfolk Division.

PARTIES

3. Plaintiff is an agency of the United States of America charged with the administration, interpretation and enforcement of Title VII, and is authorized to bring this action pursuant to Section 706(f)(1) and (3) of Title VII, 42 U.S.C. §§ 2000e-5(f)(1) and (3).

4. At all relevant times, Defendant has been a Washington state limited liability corporation doing business in the Commonwealth of Virginia and the city of Norfolk.

5. At all relevant times, Defendant has continuously been an employer engaged in an industry affecting commerce under Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

STATEMENT OF CLAIMS

6. More than thirty (30) days prior to the institution of this lawsuit, Sharona Harris filed a charge of discrimination with the Commission alleging violations of Title VII by Defendant. All conditions precedent to the institution of this lawsuit have been fulfilled.

7. After receipt of Ms. Harris’ charge, Defendant voluntarily accepted the Commission’s offer to mediate the charge allegations, pursuant to the Commission’s Alternative Dispute Resolution (“ADR”) program. On October 24, 2017, a mediation was conducted in the

Commission's Norfolk Local Office. Defendant's owner James Brieger, Sharona Harris, and Ms. Harris' counsel Reid Ervin, were present for the mediation.

8. As a result of the mediation, on October 24, 2017, the Commission, Defendant and Ms. Harris entered into the Agreement. A true and correct copy of the Agreement is attached to this Complaint as Exhibit A.

9. Paragraph 7 of the Agreement states in pertinent part, "[Defendant] will pay [Sharona Harris] the lump sum of \$18,420.00 in full and final settlement of the above referenced charge. The money will be paid in five equal installments by check mailed the first week in each month beginning in November, 2017 and ending in March, 2018. The checks will be made payable to Sharona Harris and her attorney, Reid Ervin and mailed to Ervin Jewitt, P.C." (Exhibit A).

10. On or about November 16, 2017, counsel for Ms. Harris notified the Commission that he had not received the initial payment from Defendant as required by the Agreement.

11. Between November 16, 2017 and March 12, 2018, the Commission made repeated attempts to contact Defendant by telephone. Defendant did not respond to the Commission.

12. On December 2, 2017, the Commission sent an e-mail to Defendant regarding Defendant's failure to make payment under the Agreement (*See* Exhibit B). Defendant did not respond to the Commission..

13. On December 11, 2017, the Commission sent a second e-mail to Defendant regarding Defendant's failure to make payment under the Agreement. The December 11, 2017 e-mail advised Defendant that if the Commission did not hear from Defendant by noon on December 13, 2017, that the charge would be referred to the Commission's legal unit regarding

the breach of the Agreement. (*See* Exhibit C). Again, Defendant did not respond to the Commission.

14. By letter dated January 30, 2018, the Commission once again attempted to contact Defendant regarding its failure to make payment under and potential breach of the Agreement. (*See* Exhibit D). The January 30, 2018 letter was returned to the Commission by the U.S. Postal Service on May 11, 2018 as “Unclaimed” and “Unable to Forward.” (*Id.*)

15. As of the filing of this Complaint, the Commission has received no communication from Defendant regarding its obligations under the Agreement or the alleged breach of the Agreement.

PRAYER FOR RELIEF

Wherefore, the Commission respectfully requests that this Court:

A. Order Defendant to pay Sharona Harris the sum of eighteen thousand four hundred and twenty dollars (\$18,420), plus interest as allowed by law within ten (10) calendar days of the court’s order;

B. Alternatively, enter judgment against Defendant in favor of Sharona Harris in the amount of eighteen thousand four hundred and twenty dollars (\$18,420), plus interest as allowed by law;

C. Grant such further relief as the Court deems necessary and proper in the public interest; and

D. Award the Commission its costs of this action.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel
Equal Employment Opportunity Commission
131 M Street, NE
Washington, D.C. 20507

KARA GIBBON HADEN (VA Bar 39682)
Acting Regional Attorney
Equal Employment Opportunity Commission
Charlotte District Office
129 W. Trade Street, Suite 400
Charlotte, North Carolina 28210
kara.haden@eeoc.gov
(704) 954-6469
(704) 954-6412 (facsimile)

s/ Amy E. Garber
AMY E. GARBER (VA Bar 37336)
Senior Trial Attorney
Equal Employment Opportunity Commission
Norfolk Local Office
200 Granby Street, Suite 739
Norfolk, Virginia 23510
amy.garber@eeoc.gov
(757) 441-3134
(757) 441-6720 facsimile

ATTORNEYS FOR PLAINTIFF